



## Southern Ohio Bank

515 MAIN STREET CINCINNATI, OHIO 45202

Frank W. Foegler CCL  
Vice President

December 18, 1980

RECORDATION NO. 12580 Filed 1425

DEC 15 1980 3 40 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Room 2303  
Secretary of the Interstate Commerce  
Commission  
Washington, D.C. 20423

RE: Our Filing Relating to Helen F. Pottschmidt

Dear Ms. Lee:

This is our letter of transmittal, requesting the Interstate Commerce Commission to record our documents previously forwarded to you under separate cover.

The Following Are Parties to Our Transaction:

- (a) Mrs. Helen Pottschmidt - owner of railroad car  
1627 Cohasset Dr.  
Cincinnati, Ohio 45230
- (b) Farmland Industries, Inc. - Lessee of railroad car  
P. O. Box 7305  
Kansas City, Missouri 64116
- (c) Rex Leasing, Inc. - Agent for owner of railroad car  
616 Palisade Avenue  
Englewood Cliffs, New Jersey 07632

The Following Is A General Description of the Railroad Car:

- (a) A 100 Ton truck covered railcar, identifying marks  
RRRX1060, AAR mechanical designation "LO".

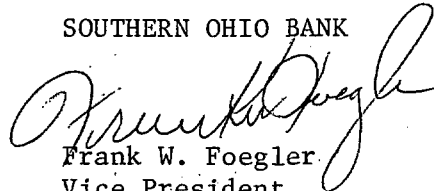
The Southern Ohio Bank, 515 Main Street, Cincinnati, Ohio has financed the purchase of the railcar for Mrs. Helen Pottschmidt and is taking a security interest in the railcar as security for our loan.

Ms. Mildred Lee  
Secretary of the Interstate  
Commerce Commission  
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Please note that the three documents previously forwarded to you contained notary stamps on the back-side. If this is a problem, please advise.

Very truly yours

SOUTHERN OHIO BANK



Frank W. Foegler  
Vice President

FWF:bm

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# SECURITY AGREEMENT

THE SOUTHERN OHIO BANK  
CINCINNATI, OHIO 45202

INTERSTATE COMMERCE COMMISSION

Fred & Helen F. Pottschmidt, 1627 Cohasset Dr., Cincinnati, Oh 45230

(Name)

(Address)

("Borrower"), in consideration of the sum of \$ 25,000.00, (receipt of which is acknowledged) loaned to Borrower by THE SOUTHERN OHIO BANK, 515 Main Street, Cincinnati, Ohio 45202 ("Bank"), to secure the repayment of the amount loaned and interest thereon as provided in the note or notes of Borrower of even date herewith and any and all liabilities, direct or indirect, absolute or contingent now existing or hereafter arising, of Borrower to the Bank (all of which is referred to as the "Indebtedness"), hereby grants to the Bank a security interest in the following described property, together with all parts, equipment and accessories now upon or in said property or hereafter added by the Borrower and any proceeds thereof (all of which is referred to as the "Collateral"):

One (1) 100-ton Truck covered railcar, identifying marks - RRRX1060, AAR mechanical designation "LO", owned by Helen F. Pottschmidt, 1627 Cohasset Dr., Cincinnati, Ohio 45230 and leased to Farmland Industries, Inc., P.O. Box 7305 Kansas City, Missouri 64116 by Rex Leasing, Inc., 616 Palisade Ave., Englewood Cliffs, New Jersey, 07632 as agent for owner.

Such loan is made and security interest granted on the following terms:

1. **WARRANTIES:** Borrower hereby warrants and represents that:
  - (a) he is the owner of and has good title to the Collateral;
  - (b) except for the security interest granted herein no other lien or security interest of any sort exists with respect to the Collateral;
  - (c) no Financing Statement covering the Collateral is on file in any public office; and,
  - (d) the financial information supplied the Bank is complete and accurate.
2. **COVENANTS:** So long as any part of the Indebtedness remains unpaid, Borrower shall:
  - (a) not cause or allow the Collateral to become encumbered in any way;
  - (b) maintain the Collateral in good order and repair;
  - (c) procure and keep in force an insurance policy which provides for loss payable to the Bank and for 10 days notice to the Bank prior to cancellation insuring the Collateral against such perils, in such amounts and in such companies that may be satisfactory to the Bank;
  - (d) keep the Collateral at the address shown above; and,
  - (e) not offer for lease or sale, sell, lease or otherwise dispose of the Collateral or use it for any unlawful purpose.
3. **DEFAULT:** Upon the happening of any of the following:
  - (a) failure of Borrower to keep or perform any promise or obligation to the Bank;
  - (b) breach of any warranty;
  - (c) loss, theft or destruction of the Collateral;
  - (d) the Bank deeming itself insecure; or,
  - (e) death, dissolution, bankruptcy or insolvency on the part of Borrower or any guaranty or surety for Borrower;

Then and in any such event Borrower shall be in default hereunder and Bank may at any time thereafter, at its option, declare all or any part of the Indebtedness to be immediately due and payable without notice to Borrower or demand upon Borrower, and Bank shall be authorized to enforce payment of the same in accordance herewith and to exercise all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in this state, including, but not limited to, the right to take possession of the Collateral (for which purpose Borrower hereby gives Bank authority to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom).

4. **MISCELLANEOUS:** Any notice of sale shall be deemed to be reasonable if it is mailed to Borrower at the above address at least five (5) days prior to sale. Expenses of retaking, etc., shall include the Bank's reasonable attorney's fees and legal expenses. The Bank has the right to inspect the Collateral at all reasonable times and places. All rights of the Bank hereunder shall inure to the benefit of the successors and assigns of the Bank; and all obligations of the Borrower hereunder shall bind the heirs, executors, administrators, successors and assigns of the Borrower. If there be more than one Borrower, their obligations hereunder shall be joint and several. This Agreement is the entire agreement between the parties and no oral agreement or waiver shall be binding. No failure to declare a default on one occasion shall be construed as a waiver of default on a subsequent occasion.

IN WITNESS WHEREOF, I/we have: hereunto set my/our hand(s) this 10th day of December, 1980

THE SOUTHERN OHIO BANK

By Frank W. Foegler, Vice Pres.

Beverly Mullins

WITNESS

I-40 Debra K. Alexander-Crane  
WITNESS

BORROWER(S)

X Fred Pottschmidt

X Helen F. Pottschmidt

Helen F. Pottschmidt

(OVER)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 10th DAY OF DECEMBER,  
1980.

Debra K Alexander-Crane  
Debra Alexander-Crane

DEBRA K. ALEXANDER-CRANE  
Notary Public, State of Ohio  
My Commission Expires July 28, 1985